

1 DUANE M. GECK (State Bar No. 114823)
DONALD H. CRAM (State Bar No. 160004)
2 DAVID E. PINCH (State Bar No. 124851)
SEVERSON & WERSON
3 A Professional Corporation
One Embarcadero Center, Suite 2600
4 San Francisco, CA 94111
Telephone: (415) 398-3344
5 Facsimile: (415) 956-0439

6 Attorneys for Plaintiff and Counterdefendant
FORD MOTOR CREDIT COMPANY,
7 LLC

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

10
11 FORD MOTOR CREDIT COMPANY, LLC, a
Delaware Limited Liability Company,

12 Plaintiff,

13 vs.

14 LEWIS FAMILY ENTERPRISES, INC., dba
15 BOB LEWIS LINCOLN MERCURY, a
California corporation, and STEVEN
16 ROBERT LEWIS, an individual,

17 Defendants.

18 LEWIS FAMILY ENTERPRISES, INC., dba
19 BOB LEWIS LINCOLN MERCURY, a
California corporation, and STEVEN
20 ROBERT LEWIS, an individual,

21 Counterclaimants,

22 vs.

23 FORD MOTOR CREDIT COMPANY, LLC, a
Delaware Limited Liability Company; FORD
24 MOTOR COMPANY, a Delaware corporation;
CAPITOL EXPRESSWAY FORD, INC., a
25 Delaware corporation,

26 Counter-defendants.

Case No.: C 07-03301 RS

**FORD MOTOR CREDIT COMPANY,
LLC'S ANSWER TO
COUNTERCLAIM OF LEWIS
FAMILY ENTERPRISES, INC. AND
STEVEN ROBERT LEWIS**

Judge: Richard Seeborg
Complaint Date: June 22, 2007
Trial Date: not set

1 FORD MOTOR CREDIT COMPANY, LLC, a Delaware Limited Liability Company,
2 (“Ford Credit”) admits and denies the allegations in the Counterclaims filed against it by Lewis
3 Family Enterprises, Inc. and Robert Lewis as follows:

4 **JURISDICTION AND VENUE**

- 5 1. Ford Credit admits the allegations contained in paragraph 1 of the Counterclaim.
6 2. Ford Credit admits the allegations contained in paragraph 2 of the Counterclaim.

7 **PARTIES**

- 8 3. Ford Credit admits the allegations contained in paragraph 3 of the Counterclaim.
9 4. Ford Credit has insufficient information to either admit or deny the allegations
10 contained in paragraph 4 of the Counterclaim and on that basis denies each of the allegations
11 contained therein.

12 5. Ford Credit admits that it is a Delaware limited liability company headquartered in
13 Dearborn, Michigan and that it is a wholly owned subsidiary of Ford Motor Company and that it
14 offers wholesale financing to Ford’s automotive dealers. Except as admitted, Ford Credit denies
15 the remaining allegations set forth in paragraph 5 of the Counterclaim.

16 6. Ford Credit has insufficient information to either admit or deny the allegations
17 contained in paragraph 6 of the Counterclaim and on that basis denies each of the allegations
18 contained therein.

19 7. Ford Credit has insufficient information to admit or deny whether Lewis Family
20 Enterprises, Inc. is a Dealer Development Dealer. Ford Credit admits the remainder of the
21 allegations contained in paragraph 7 of the Counterclaim.

22 8. Ford Credit admits the allegations contained in paragraph 8 of the Counterclaim.

23 9. Ford Credit asserts that paragraph 9 of the Counterclaim does not contain any
24 factual allegation. Ford Credit also asserts that federal pleadings do not provide for the naming of
25 Doe Defendants. To the extent that paragraph 9 of the Counterclaim does contain a factual
26 allegation Ford Credit denies all facts therein.

GENERAL ALLEGATIONS

10. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 10 of the Counterclaim and on that basis denies each of the allegations contained therein.

11. Ford Credit admits the allegations contained in paragraph 11 of the Counterclaim.

12. Ford Credit admits the allegations contained in paragraph 12 of the Counterclaim.

A. FORD'S DEALERSHIP CONSOLIDATION/REDUCTION PROGRAM

13. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 13 of the Counterclaim and on that basis denies each of the allegations contained therein.

14. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 14 of the Counterclaim and on that basis denies each of the allegations contained therein.

15. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 15 of the Counterclaim and on that basis denies each of the allegations contained therein.

16. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 16 of the Counterclaim and on that basis denies each of the allegations contained therein.

B. THE RELOCATION OF THE BOB LEWIS DEALERSHIP

17. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 17 of the Counterclaim and on that basis denies each of the allegations contained therein.

18. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 18 of the Counterclaim and on that basis denies each of the allegations contained therein.

1 19. Ford Credit has insufficient information to either admit or deny the allegations
2 contained in paragraph 19 of the Counterclaim and on that basis denies each of the allegations
3 contained therein.

4 20. Ford Credit has insufficient information to either admit or deny the allegations
5 contained in paragraph 20 of the Counterclaim and on that basis denies each of the allegations
6 contained therein.

7 **C. THE CORPORATION'S SALES OUT OF TRUST CONDITION**

8 21. Ford Credit admits that Lewis Family Enterprises had made sales out of trust and
9 that Ford Credit became aware of that situation on June 5, 2007. Except as admitted, Ford Credit
10 denies the remaining allegations set forth in paragraph 21 of the Counterclaim.

11 22. Ford Credit admits the allegations contained in paragraph 22 of the Counterclaim.

12 23. Ford Credit admits the allegations contained in paragraph 23 of the Counterclaim.

13 24. Ford Credit denies the allegations contained in paragraph 24 of the Counterclaim.

14 25. Ford Credit has insufficient information to either admit or deny the allegations
15 contained in paragraph 25 of the Counterclaim and on that basis denies each of the allegations
16 contained therein.

17 **D. THE SALE OF THE BOB LEWIS DELAERSHIP**

18 26. Ford Credit has insufficient information to either admit or deny the allegations
19 contained in paragraph 26 of the Counterclaim and on that basis denies each of the allegations
20 contained therein.

21 27. Ford Credit has insufficient information to either admit or deny the allegations
22 contained in paragraph 27 of the Counterclaim and on that basis denies each of the allegations
23 contained therein.

24 28. Ford Credit has insufficient information to either admit or deny the allegations
25 contained in paragraph 28 of the Counterclaim and on that basis denies each of the allegations
26 contained therein.

29. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 29 of the Counterclaim and on that basis denies each of the allegations contained therein.

30. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 30 of the Counterclaim and on that basis denies each of the allegations contained therein.

31. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 31 of the Counterclaim and on that basis denies each of the allegations contained therein.

32. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 32 of the Counterclaim and on that basis denies each of the allegations contained therein.

33. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 33 of the Counterclaim and on that basis denies each of the allegations contained therein.

34. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 34 of the Counterclaim and on that basis denies each of the allegations contained therein.

35. Ford Credit admits the allegations contained in paragraph 35 of the Counterclaim.

36. Ford Credit admits the allegations contained in paragraph 36 of the Counterclaim.

37. Ford Credit denies the allegations contained in paragraph 37 of the Counterclaim.

38. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 38 of the Counterclaim and on that basis denies each of the allegations contained therein.

39. Ford Credit has insufficient information to either admit or deny the allegations contained in paragraph 39 of the Counterclaim and on that basis denies each of the allegations contained therein.

1 40. Ford Credit has insufficient information to either admit or deny the allegations
2 contained in paragraph 40 of the Counterclaim and on that basis denies each of the allegations
3 contained therein.

4 41. Ford Credit admits that on July 18, 2007, Lewis Family Enterprises met with Ford
5 Credit to review the SOT condition. Except as admitted Ford Credit denies the remainder of the
6 allegations contained in paragraph 41 of the Counterclaim.

7 42. Ford Credit admits that Lewis Family Enterprises reduced its SOT balance. Except
8 as admitted Ford Credit denies the remainder of the allegations in paragraph 42 of the
9 Counterclaim.

10 43. Ford Credit denies the allegations contained in paragraph 43 of the Counterclaim.

11 44. Ford Credit admits that the Court entered the default of Counterclaimants in this
12 action. Ford Credit denies making any representations to Counterclaimants that, “no litigation
13 would occur during the pendency of Ford’s approval of the buy-sell and the negotiations
14 concerning the asset purchase agreement.” As to the remaining allegations contained in paragraph
15 44 of the Counterclaim, Ford Credit has insufficient information to either admit or deny the
16 remaining allegations contained in paragraph 44 of the Counterclaim and on that basis denies the
17 remaining allegations contained therein.

18 45. Ford Credit admits the allegations contained in paragraph 45 of the Counterclaim.

19 46. Ford Credit has insufficient information to either admit or deny the allegations
20 contained in paragraph 46 of the Counterclaim and on that basis denies each of the allegations
21 contained therein.

22 **E. VOLUNTARY RESIGNATION OF THE BOB LEWIS DEALERSHIP**

23 47. Ford Credit has insufficient information to either admit or deny the allegations
24 contained in paragraph 47 of the Counterclaim and on that basis denies each of the allegations
25 contained therein.

26 48. Ford Credit denies the allegations contained in paragraph 48 of the Counterclaim.
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1 49. Ford Credit has insufficient information to either admit or deny the allegations
2 contained in paragraph 49 of the Counterclaim and on that basis denies each of the allegations
3 contained therein.

4 50. Ford Credit admits that the U.S. Marshal executed on the writ of possession on
5 August 17, 2007. Except as admitted, Ford Credit denies the remainder of the allegations
6 contained in paragraph 50 of the Counterclaim.

7 51. Ford Credit admits that on August 20, 2007, Ford Credit gave Counterclaimants a
8 10 day notice of its intended disposition of its collateral as required under the Uniform
9 Commercial Code. Except as admitted Ford Credit denies the remaining allegations of paragraph
10 51 of the Counterclaim.

11 52. Ford Credit denies the allegations contained in paragraph 52 of the Counterclaim.

12 53. Ford Credit has insufficient information to either admit or deny the allegations
13 contained in paragraph 53 of the Counterclaim and on that basis denies each of the allegations
14 contained therein.

15 **FIRST CAUSE OF ACTION (COUNTERCLAIM)**

16 **(BREACH OF CONTRACT AS TO CAPITOL FORD AND FORD CREDIT)**

17 54. Ford Credit realleges its responses to paragraphs 1 through 53 of the Counterclaim
18 in response to paragraph 54 of the Counterclaim.

19 55. Ford Credit has insufficient information to either admit or deny the allegations of
20 paragraph 55 of the Counterclaim and on that basis denies each of the allegations contained
21 therein.

22 56. Ford Credit has insufficient information to either admit or deny the allegations of
23 paragraph 56 of the Counterclaim and on that basis denies each of the allegations contained
24 therein.

25 57. Ford Credit has insufficient information to either admit or deny the allegations of
26 paragraph 57 of the Counterclaim and on that basis denies each of the allegations contained
27 therein.

1 58. Ford Credit has insufficient information to either admit or deny the allegations of
2 paragraph 58 of the Counterclaim and on that basis denies each of the allegations contained
3 therein.

4 59. Ford Credit has insufficient information to either admit or deny the allegations of
5 paragraph 59 of the Counterclaim and on that basis denies each of the allegations contained
6 therein.

7 60. Ford Credit admits the allegation contained in paragraph 60 of the Counterclaim.

8 61. Ford Credit has insufficient information to either admit or deny the allegations of
9 paragraph 61 of the Counterclaim and on that basis denies each of the allegations contained
10 therein.

11 62. Ford Credit denies the allegation contained in paragraph 62 of the Counterclaim.

12 **SECOND CAUSE OF ACTION (COUNTERCLAIM)**
13 **(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING AS TO**
14 **COUNTERDEFENDANTS CAPITOL FORD, FORD, AND FORD CREDIT)**

15 63. Ford Credit realleges its responses to paragraphs 1 through 62 of the Counterclaim
16 in response to paragraph 63 of the Counterclaim.

17 64. Ford Credit has insufficient information to either admit or deny the allegations of
18 paragraph 64 of the Counterclaim and on that basis denies each of the allegations contained
19 therein.

20 65. Ford Credit has insufficient information to either admit or deny the allegations of
21 paragraph 65 of the Counterclaim and on that basis denies each of the allegations contained
22 therein.

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1 66. Ford Credit has insufficient information to either admit or deny the allegations of
2 paragraph 66 of the Counterclaim and on that basis denies each of the allegations contained
3 therein.

4 67. Ford Credit has insufficient information to either admit or deny the allegations of
5 paragraph 67 of the Counterclaim and on that basis denies each of the allegations contained
6 therein.

7 68. Ford Credit denies the allegation contained in paragraph 68 of the Counterclaim.

8 69. Ford Credit denies the allegation contained in paragraph 69 of the Counterclaim.

9 **THIRD CAUSE OF ACTION (COUNTERCLAIM)**
10 **(FRAUD AS TO COUNTERDEFENDANTS CAPITOL FORD, FORD, AND FORD**
11 **CREDIT)**

12 70. Ford Credit realleges its responses to paragraphs 1 through 69 of the Counterclaim
13 in response to paragraph 70 of the Counterclaim.

14 71. Ford Credit has insufficient information to either admit or deny the allegations of
15 paragraph 71 of the Counterclaim and on that basis denies each of the allegations contained
16 therein.

17 72. Ford Credit denies the allegation contained in paragraph 72 of the Counterclaim.

18 73. Ford Credit denies the allegation contained in paragraph 73 of the Counterclaim.

19 74. Ford Credit has insufficient information to either admit or deny the allegations of
20 paragraph 74 of the Counterclaim and on that basis denies each of the allegations contained
21 therein.

22 75. Ford Credit has insufficient information to either admit or deny the allegations of
23 paragraph 75 of the Counterclaim and on that basis denies each of the allegations contained
24 therein.

25 76. Ford Credit denies the allegation contained in paragraph 76 of the Counterclaim.

26 77. Ford Credit denies the allegation contained in paragraph 77 of the Counterclaim.

27 78. Ford Credit denies the allegation contained in paragraph 78 of the Counterclaim.

FOURTH CAUSE OF ACTION (COUNTERCLAIM)
(INTENTIONAL INTERERENCE WITH CONTRACTUAL RELATIONS AS TO
COUNTERDEFENDANTS FORD, AND FORD CREDIT)

79. Ford Credit realleges its responses to paragraphs 1 through 78 of the Counterclaim in response to paragraph 79 of the Counterclaim.

80. Ford Credit has insufficient information to either admit or deny the allegations of paragraph 80 of the Counterclaim and on that basis denies each of the allegations contained therein.

81. Ford Credit denies the allegation contained in paragraph 81 of the Counterclaim.

82. Ford Credit denies the allegation contained in paragraph 82 of the Counterclaim.

83. Ford Credit denies the allegation contained in paragraph 83 of the Counterclaim.

84. Ford Credit denies the allegation contained in paragraph 84 of the Counterclaim.

85. Ford Credit denies the allegation contained in paragraph 85 of the Counterclaim.

FIFTH CAUSE OF ACTION (COUNTERCLAIM)
(INTENTIONAL INTERERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
AS TO COUNTERDEFENDANTS FORD, AND FORD CREDIT)

86. Ford Credit realleges its responses to paragraphs 1 through 85 of the Counterclaim in response to paragraph 86 of the Counterclaim.

87. Ford Credit has insufficient information to either admit or deny the allegations of paragraph 87 of the Counterclaim and on that basis denies each of the allegations contained therein.

88. Ford Credit has insufficient information to either admit or deny the allegations of paragraph 88 of the Counterclaim and on that basis denies each of the allegations contained therein.

89. Ford Credit has insufficient information to either admit or deny the allegations of paragraph 89 of the Counterclaim and on that basis denies each of the allegations contained therein.

1 90. Ford Credit has insufficient information to either admit or deny the allegations of
2 paragraph 90 of the Counterclaim and on that basis denies each of the allegations contained
3 therein.

4 91. Ford Credit has insufficient information to either admit or deny the allegations of
5 paragraph 91 of the Counterclaim and on that basis denies each of the allegations contained
6 therein.

7 92. Ford Credit has insufficient information to either admit or deny the allegations of
8 paragraph 92 of the Counterclaim and on that basis denies each of the allegations contained
9 therein.

10 93. Ford Credit denies the allegation contained in paragraph 93 of the Counterclaim.

11 94. Ford Credit denies the allegation contained in paragraph 94 of the Counterclaim.

12 **SIXTH CAUSE OF ACTION (COUNTERCLAIM)**
13 **(VIOLATION OF 15 U.S.C. § 1222 AS TO COUNTERDEFENDANTS FORD, FORD**
14 **CREDIT, AND CAPITOL FORD)**

15 95. Ford Credit realleges its responses to paragraphs 1 through 94 of the Counterclaim
16 in response to paragraph 95 of the Counterclaim.

17 96. Ford Credit denies the allegation contained in paragraph 96 of the Counterclaim.

18 97. Ford Credit denies the allegation contained in paragraph 97 of the Counterclaim.

19 98. Ford Credit denies the allegation contained in paragraph 98 of the Counterclaim.

20 **AFFIRMATIVE DEFENSES**

21 Ford Credit asserts the following defenses to the claims for relief pleaded against it in the
22 Counterclaim.

23 **FIRST AFFIRMATIVE DEFENSE**
24 **(Failure to State Claim for Relief)**

25 Each and every claim for relief of the Counterclaim fails to state a claim upon which relief
26 can be granted.

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SECOND AFFIRMATIVE DEFENSE
(Uncertainty)

Each and every claim for relief of the Counterclaim is vague and uncertain.

THIRD AFFIRMATIVE DEFENSE
(Privileged Acts)

Each and every claim for relief of the Counterclaim is barred because Ford Credit's actions were privileged.

FOURTH AFFIRMATIVE DEFENSE
(Justified)

Each and every claim for relief of the Counterclaim is barred because Ford Credit's actions were justified.

FIFTH AFFIRMATIVE DEFENSE
(Unclean Hands)

Each and every claim for relief of the Counterclaim is barred by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE
(Laches)

Each and every claim for relief of the Counterclaim is barred by the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE
(Estoppel)

Each and every claim for relief of the Counterclaim is barred by doctrine of estoppel.

EIGHTH AFFIRMATIVE DEFENSE
(Waiver)

Each and every claim for relief of the Counterclaim is barred by the doctrine of waiver.

NINTH AFFIRMATIVE DEFENSE
(Consent)

Each and every claim for relief of the Counterclaim is barred because Counterclaimants had knowledge of and consented to the acts of Ford Credit, if any such acts occurred.

TENTH AFFIRMATIVE DEFENSE
(Acts of Others)

Each and every claim for relief of the Counterclaim is barred because Counterclaimants' damages, if any, were the result of Counterclaimants' own conduct or the acts of third parties.

**ELEVENTH AFFIRMATIVE DEFENSE
(Comparative Fault)**

Each and every claim for relief of the Counterclaim is limited by the doctrine of comparative fault.

**TWELFTH AFFIRMATIVE DEFENSE
(Failure to Mitigate)**

Counterclaimants are bound to exercise reasonable care and diligence to avoid loss and minimize their damages, if any. Counterclaimants may not recover for losses alleged in any of their claims for relief as any such losses could have been prevented by reasonable efforts on the part of the Counterclaimants.

**THIRTEENTH AFFIRMATIVE DEFENSE
(No Damages)**

The Counterclaim fails to state a claim for relief because Counterclaimants have not suffered, and will not suffer, any damages as a result of any action or inaction of Ford Credit.

**FOURTEENTH AFFIRMATIVE DEFENSE
(Statute of Limitations)**

Each and every claim for relief of the Counterclaim is barred or limited by the applicable statutes of limitations, including but not limited to California Code of Civil Procedure §§ 337, 338, 340(3) and 343.

**FIFTEENTH AFFIRMATIVE DEFENSE
(Set Off)**

Each and every claim for relief of the Counterclaim, and the damages sought, are limited in part or in full because of set offs based on the conduct of the Counterclaimants and or claims of Ford Credit.

**SIXTEENTH AFFIRMATIVE DEFENSE
(Releases)**

Each and every claim for relief in the Counterclaim is barred or limited by the releases in the contracts between the parties.

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SEVENTEENTH AFFIRMATIVE DEFENSE
(No Duty)

Ford Credit asserts that under California law it owed no duty to Counterclaimants that would give rise to a claim for negligent misrepresentation. *See, Price v. Wells Fargo Bank* (1989) 213 Cal.App.3d 465, 471.

EIGHTEENTH AFFIRMATIVE DEFENSE
(Plaintiff's Breach of Contract Excuses Performance)

Counterclaimants are in breach of the terms of the contracts they entered into with Ford Credit. Counterclaimants' breach of contract is not justified and is a complete defense to any causes of action pled against Ford Credit.

NINETEENTH AFFIRMATIVE DEFENSE
(Ford Credit was not a Party to Contract between Counterclaimants and Ford Motor Company)

Ford Credit was not a party to the creation of any contract between Counterclaimants and Ford Motor Company. Ford Credit had no control over any of the terms of such contract and was not involved in any breach of such contract.

TWENTIETH AFFIRMATIVE DEFENSE
(Ford Credit was not a Party to Contract between Counterclaimants and Capitol Ford)

Ford Credit was not a party to the creation of any contract between Counterclaimants and Capitol Ford. Ford Credit had no control over any of the terms of such contract and was not involved in any breach of such contract.

TWENTY-FIRST AFFIRMATIVE DEFENSE
(No Agency)

Co-counter defendants are not and were not agents of Ford Credit, and Ford Credit cannot be held responsible for the conduct of such co-defendants.

TWENTY-SECOND AFFIRMATIVE DEFENSE
(No Liability for Conduct of Co-counter defendants)

If co-counter defendants were the agents of Ford Credit, which they were not, their alleged misconduct was not authorized or ratified by Ford Credit, who is not liable for such conduct.

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TWENTY-THIRD AFFIRMATIVE DEFENSE
(Ford Credit is not a Manufacturer as defined under 15 U.S.C. § 1222)

Ford Credit is not an automobile manufacturer and cannot be liable under the allegations pleaded under 15 U.S.C. § 1222 of this Counterclaim.

TWENTY-FOURTH AFFIRMATIVE DEFENSE
(No Coercion)

Counterclaimants have not pleaded any acts of coercion, threats, or intimidation. Without such evidence there can be no cause of action under 15 U.S.C. § 1222.

TWENTY-FIFTH AFFIRMATIVE DEFENSE
(No Standing)

Counterclaimant, Steven Robert Lewis, does not have standing to bring a claim under 15 U.S.C. § 1222 because he is not a franchised automobile dealer.

TWENTY-SIXTH AFFIRMATIVE DEFENSE
(Dealer was in Contractual Default)

Counterclaimants cannot state a claim for relief under 15 U.S.C. § 1222 because it was in breach of contract and all actions taken by Ford Credit were authorized under its contract.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE
(Reservation of Rights)

Ford Credit currently has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, defenses available. Ford Credit expressly reserves its right to assert additional affirmative defenses in the event that discovery indicates other affirmative defenses would be appropriate.

WHEREFORE FORD CREDIT PRAYS:

1. That the Counterclaim and each claim stated therein be denied and dismissed.
2. That Counterclaimants take nothing by reason of the Counterclaim.
3. That judgment on the Counterclaim is awarded against the Counterclaimants and in favor of Ford Motor Credit Company.
4. That Ford Motor Credit Company is awarded its attorneys' fees pursuant to contract.

1 5. That Ford Motor Credit Company recovers its costs and expenses.

2 6. For such other relief as this Court deems just.

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4 DATED: December 19, 2007

SEVERSON & WERSON
A Professional Corporation

5
6 By: /s/ Donald H. Cram, III
DONALD H. CRAM, III

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8 Attorneys for Plaintiff and Counterdefendant
FORD MOTOR CREDIT COMPANY, LLC